

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

GIRAFA.COM, INC.)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 07-787-SLR
)	
AMAZON WEB SERVICES LLC,)	JURY TRIAL DEMANDED
AMAZON.COM, INC., ALEXA INTERNET,)	
INC., IAC SEARCH & MEDIA, INC.,)	
SNAP TECHNOLOGIES, INC., YAHOO! INC.,)	
SMARTDEVIL INC., EXALEAD, INC., and)	
EXALEAD S.A.,)	
)	
Defendants.)	

**AMAZON WEB SERVICES LLC, AMAZON.COM, INC., AND ALEXA INTERNET,
INC.'S ANSWER, DEFENSES, AND COUNTERCLAIMS
TO PLAINTIFF GIRAFA.COM, INC'S COMPLAINT FOR PATENT INFRINGEMENT**

1. Amazon Web Services LLC ("AWS"); Amazon.com, Inc. ("Amazon.com"); and Alexa Internet, Inc. ("Alexa") (AWS, Amazon.com, and Alexa, collectively, "Amazon") by its undersigned counsel hereby answers Girafa.com, Inc.'s Complaint for Patent Infringement and Counterclaims for Declaratory Judgment of Non-Infringement and Invalidity as follows:

PARTIES

2. Admitted.
3. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.
4. Admitted.
5. Admitted.
6. Admitted.
7. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, and, on that basis, denies them.

8. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

9. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

10. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

11. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

12. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

JURISDICTION AND VENUE

13. Amazon admits that Girafa has brought a purported cause of action under the patent laws of the United States. Otherwise, denied.

14. Admitted.

15. AWS admits that it makes web services available via the website <http://developer.amazonwebservices.com> to individuals with access to the Internet, including in this district. Except as expressly admitted, AWS denies the remaining allegation.

16. Admitted.

17. Amazon.com admits that it makes web services available via the website <http://www.amazon.com> to individuals with access to the Internet, including in this district. Except as expressly admitted, Amazon.com denies the remaining allegation.

18. Admitted.

19. Alexa admits that it makes web services available via the website <http://www.alexa.com> to individuals with access to the Internet, including in this district. Except as expressly admitted, Alexa denies the remaining allegation.

20. Admitted.

21. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

22. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

23. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

24. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

25. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

26. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

27. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

28. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

29. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

30. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

31. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

BACKGROUND

32. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

33. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

34. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

35. Admitted.

36. Denied as to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and, on that basis, denies them.

PATENT INFRINGEMENT

37. Amazon hereby incorporates its responses in paragraphs 1-36 above as though fully set forth at length.

38. Amazon is without sufficient information or belief to admit or deny the allegations of this paragraph and, on that basis, denies them.

39. Admitted with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and therefore denies them.

40. Amazon denies this paragraph in its entirety with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of remainder of this paragraph and therefore denies them.

41. Amazon denies this paragraph in its entirety with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and therefore denies them.

42. Amazon denies this paragraph in its entirety with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and therefore denies them.

43. Amazon denies this paragraph in its entirety with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and therefore denies them.

44. Amazon denies this paragraph in its entirety with respect to Amazon. Amazon is without sufficient information or belief to admit or deny the allegations of the remainder of this paragraph and therefore denies them.

PRAYER FOR RELIEF

45. Amazon denies that Girafa is entitled to any relief, and specifically denies all of the allegations and prayers for relief contained in paragraphs a-g in Girafa's Prayer for Relief.

DEMAND FOR A JURY TRIAL

46. This paragraph states only a legal assertion, and thus, no response is required.

AMAZON'S DEFENSES

47. Amazon, without waiver, limitation, or prejudice, hereby asserts the following defenses:

FIRST DEFENSE

(Noninfringement)

48. Amazon does not and has not infringed any valid claim of the '904 patent literally, directly, contributorily, by way of inducement, and/or under the doctrine of equivalents.

SECOND DEFENSE

(Invalidity)

49. One or more claims of the '904 patent that are allegedly infringed by Amazon are invalid for failure to comply with one or more of the conditions of patentability set forth in Part II of Title 35 of the United States Code including, for example, Sections 102, 103, and/or 112.

THIRD DEFENSE

(Estoppel)

50. The claims of the '904 patent are and were limited by amendment, by the prior art and/or by the statements made during its prosecution before the USPTO, such that Girafa is now estopped and otherwise precluded from maintaining that such claims of the '904 patent are of sufficient scope to cover the accused products and methods, either literally or under the application of the doctrine of equivalents.

FIFTH DEFENSE

(Equitable Estoppel and/or laches)

51. Girafa's claims against Amazon with respect to the '904 patent are barred by equitable estoppel and/or laches.

RESERVATION OF DEFENSES

52. To the extent not already pled, Amazon reserves its right to add additional defenses pending further investigation and discovery.

COUNTERCLAIMS FOR DECLARATORY RELIEF

1. Counterclaimants Amazon Web Services LLC (“AWS”); Amazon.com, Inc. (“Amazon.com”); and Alexa Internet, Inc. (“Alexa”) (AWS, Amazon.com, and Alexa, collectively, “Amazon”) by its undersigned counsel hereby states its Counterclaims for Declaratory Relief:

PARTIES

2. Counterclaimant AWS is a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 1200 12th Avenue South, Seattle, Washington 98144-2734.

3. Counterclaimant Amazon.com is a corporation organized and existing under the laws of Delaware, having its principal place of business at 1200 12th Avenue South, Seattle, Washington 98144-2734.

4. Counterclaimant Alexa is a corporation organized and existing under the laws of Delaware, having its principal place of business at Building 37 in the Presidio of San Francisco, San Francisco, CA 94129.

5. On information and belief, Counterclaimant Defendant Girafa.com, Inc. (“Girafa”) is a corporation organized and existing under the laws of Delaware, having its principal place of business at 1313 N. Market Street, Suite 5100, Wilmington, Delaware 19801 and at Twin Tower Two, 35 Jabotinsky Road, Suite 401, Ramat Gan, 52511, Israel.

JURISDICTION AND VENUE

6. On December 5, 2007 Girafa filed its Complaint alleging that Amazon and other defendants infringe U.S. Patent No. 6,864,904 (the “’904 patent”).

7. This Court has subject matter jurisdiction over Amazon's counterclaims under the Declaratory Judgment Act, 28 U.S.C. §§ 2201-2202, and the patent laws of the United States, Title 35, United States Code, for which jurisdiction is based on 28 U.S.C. §§ 1331 and 1338(a).

8. By filing its Complaint, Girafa has consented to the personal jurisdiction of this Court.

9. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400.

10. Girafa, by its Complaint, has asserted and continues to assert that Amazon is infringing the '904 patent. Amazon, by its Answer, has asserted and continues to assert that it does not infringe the '904 patent and that the '904 patent is invalid. Thus, an actual, justiciable controversy exists between Girafa and Amazon concerning the infringement and validity of the '904 patent.

COUNTERCLAIM I

(Declaration of Noninfringement)

11. Amazon incorporates by reference each and every allegation contained in paragraphs 1-10 of its Counterclaim as though set forth at length.

12. Amazon does not and has not infringed any valid claim of the '904 patent literally, directly, contributorily, by way of inducement, and/or under the doctrine of equivalents.

13. Pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2201 *et seq.*, Amazon is entitled to a declaratory judgment that it does not and has not infringed the '904 patent.

COUNTERCLAIM II

(Declaration of Invalidity)

14. Amazon incorporates by reference each and every allegation contained in paragraphs 1-13 of its Counterclaim as though set forth at length.

15. One or more claims of the '904 patent that are allegedly infringed by Amazon are invalid for failure to comply with one or more of the conditions of patentability set forth in Part II of Title 35 of the United States Code including, for example, Sections 102, 103, and/or 112.

16. Pursuant to Federal Rule of Civil Procedure 57 and 28 U.S.C. §§ 2210 *et seq.*, Amazon is entitled to a declaratory judgment that one or more claims of the '904 patent are invalid.

PRAYER FOR RELIEF

WHEREFORE, Amazon prays for relief as follows:

- a) That the Court enter judgment in favor of Amazon and against Girafa on Amazon's Counterclaims;
- b) That the Court enter judgment in favor of Amazon and against Girafa on Girafa's claims against Amazon for patent infringement;
- c) That Amazon be found not to infringe the '904 patent;
- d) That the '904 patent be found invalid;
- e) That the Court find this case exceptional and order Girafa to pay Amazon its costs and attorney's fees; and

- f) That the Court grant such other relief as the Court deems just and proper under these circumstances.

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and Alexa Internet, Inc.*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

CERTIFICATE OF SERVICE

I, Richard L. Horwitz, hereby certify that on January 14, 2008, the attached document was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading.

I further certify that on January 14, 2008, I have Electronically Mailed the document to the following person(s):

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